

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
SOUTHERN DIVISION**

<b>TIA SAUCIER</b>	§	<b>PLAINTIFF</b>
	§	
v.	§	<b>Civil Action No. 1:04cv686HSO-RHW</b>
	§	
	§	
<b>COLDWELL BANKER JME, et al.</b>	§	<b>DEFENDANTS</b>

---

**FINAL JUDGMENT**

---

This action came on for trial before the Court and a jury on the 1<sup>st</sup> day of October, 2007, Honorable Halil Suleyman Ozerden, United States District Court Judge, presiding, and the issues having been duly tried and the jury having heard all of the evidence and argument of counsel and receiving instructions of the Court, including a Verdict Form, retired to consider their verdict and returned upon their oaths, into open Court, the following verdict, to wit:

**CLAIM 1: PLAINTIFF’S BREACH OF ORAL CONTRACT CLAIM**

1. Do you find by a preponderance of the evidence that Defendant Clara Plummer and Plaintiff Tia Saucier entered into a binding oral contract?

Yes                        X                        No                                

2. If you answered “Yes” to Question 1, then do you find by a preponderance of the evidence that Defendant Clara Plummer breached an oral contract with Plaintiff Tia Saucier?

Yes                        X                        No

3. If you answered "Yes" to Question 2, do you find that Defendant Clara Plummer was an agent of Defendant JME Realty Company?

Yes   X   No           

4. If you answered "Yes" to Question 3, do you find that Defendant Clara Plummer was acting within the scope of her authority as an agent of Defendant JME Realty Company at the time she entered into any oral contract with Plaintiff Tia Saucier?

Yes   X   No           

5. If you found in favor of Tia Saucier on her breach of oral contract claim, please allocate the damages she suffered from that claim. If you did not find in Plaintiff Tia Saucier's favor on the breach of oral contract claim, enter "0."

          \$410,000.00          

**CLAIM 2: DEFENDANT'S BREACH OF CONTRACT COUNTERCLAIM**

1. Do you find by a preponderance of the evidence that Plaintiff Tia Saucier breached the Legacy On-Site Sales Agreement with JME Realty Company?

Yes   X   No           

2. If you answered "Yes" to Question 1, please enter the amount of damages you find JME is entitled to recover from Plaintiff Tia Saucier.

          \$4,797.41          

**IT IS, THEREFORE, ORDERED AND ADJUDGED**, that the Plaintiff Tia Saucier shall recover from Defendants Clara Plummer and Coldwell Banker JME Realty Company, compensatory damages in the total amount of \$410,000.00.

**IT IS, FURTHER, ORDERED AND ADJUDGED**, that Defendant /

Counter Plaintiff Coldwell Banker JME Realty Company shall recover from Plaintiff / Counter Defendant Tia Saucier, compensatory damages in the amount of \$4,797.41.

**SO ORDERED AND ADJUDGED**, this the 4<sup>th</sup> day of October, 2007.

*s/ Halil Suleyman Ozerden*

HALIL SULEYMAN OZERDEN  
UNITED STATES DISTRICT JUDGE